EVIDENCE—REVENUE STAMPS—FEDERAL AND STATE COURTS.—The United States statute forbidding the admission as evidence of unstamped instruments, which that statute requires to be stamped, applies only to courts of the United States and not to those of a State. *Wade* v. *Curtis* (Me.), 52 Atl. 762. Citing *Wade* v. *Foss*, 96 Me. 230.

The Supreme Court of the United States did not take this view of the statute of the United States forbidding the issuance of attachments against national banks, ruling instead, that its provisions must be regarded as having been written into the attachment laws of every State. *Pacific Nat. Bank* v. *Mixter*, 124 U. S. 721. Cf. 8 VIRGINIA LAW REGISTER, pp. 327-333. While it is true that the Internal Revenue Act of 1898 does not mention State courts in terms, its language nevertheless is very broad and general.

RES JUDICATA—SPLITTING CAUSE OF ACTION.—Plaintiff having recovered a judgment against defendant, his lessee, for not restoring the leased property to its condition at the time of the lease, instituted another action to recover from defendant loss of rent, income and use of the property by reason of its failure to restore. *Held*, that there was but one breach of the contract and that the damages resulting included all the items of loss incident thereto. *State* v. *Grover* (Me.), 52 Atl. 756.

Per Strout, J:

"If the plaintiff failed to specify or prove in the first suit all the items of his damage, from carelessness or neglect, he must abide the result. He cannot have another action for the omitted part. He has had one recovery for the same breach complained of here. *Smith* v. *Way*, 9 Allen, 472; *Stevens* v. *Tuite*, 104 Mass. 328; *Doran* v. *Cohen*, 147 Mass. 342, 17 N. E. 647; *Ware* v. *Percival*, 61 Me. 391, 14 Am. Rep. 565; *Blodgett* v. *Dow*, 81 Me. 197, 16 Atl. 660; *Foss* v. *Whitehouse*, 94 Me. 491, 48 Atl. 109."

PARTNERSHIP—RETIREMENT OF MEMBER—NOTICE TO FUTURE CREDITORS OF FIRM.—When a person retires from a firm with which he has been connected, it is his duty to advise all persons with whom the firm has previously had dealings that he has so withdrawn, if he would absolve himself from liability for credit subsequently extended by such persons to the firm from which he has retired. The law casts this burden on the retiring member, and where the firm name remains unchanged it does not compel those who have previously dealt with it to ascertain, each time that credit is extended, whether the membership thereof remains the same as before. In the absence of a notice to the contrary, they may assume that it does. *Neal* v. *Smith Co.* (C. C. A.), 116 Fed. 20. Citing *Bloch* v. *Price*, 32 Fed. 562. *Carmichael* v. *Greer*, 55 Ga. 116. And notice to a traveling salesman for a wholesale mercantile corporation will not charge the corporation with knowledge of the change. *Neal* v. *Smith Co.*, *supra*. Citing *Stewart* v. *Sonneborn*, 49 Ala. 178; *Bensberg* v. *Harris*, 46 Mo. App. 404; *Gill* v. *Kaufman*, 16 Kan. 571; *Butler* v. *Dorman*, 68 Mo. 298, 30 Am. Rep. 795; *McKindly* v. *Dunham*, 55 Wis. 515, 42 Am. Rep. 740; *Holland* v. *Van Beil*, 89 Ga. 223.

See *Dickenson* v. *Dickenson*, 25 Gratt. 321; note 40 Am. St. Rep. 573.